

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

IN THE MARION SUPERIOR COURT

CAUSE NO. 49D07-0608-PL-034560

STATE OF INDIANA)
)
Plaintiff,)
)
v.)
)
LIBERTY PUBLISHING, INC.)
also doing business as)
BOOSTER CLUB PRODUCTIONS,)
)
Defendant.)

FILED

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JAN 03 2007

Elizabeth L. White
CLERK OF THE MARION CIRCUIT COURT

DEFAULT JUDGMENT

The Plaintiff, State of Indiana, having filed its Motion for Default Judgment and the Court having read the same and being duly advised in the premises, now finds:

1. The Court has subject matter jurisdiction and personal jurisdiction over the Defendant, Liberty Publishing, Inc., also doing business as Booster Club Productions.
2. The Defendant was served with notice of these proceedings and a copy of the Plaintiff's Complaint for Injunction, Restitution, Costs, and Civil Penalties.
3. Kurt A. Webber entered an appearance on behalf of the Defendant on September 18, 2006 and was granted leave to withdraw his appearance on November 6, 2006.
4. The Defendant, Liberty Publishing, Inc., was served with notice of the State of Indiana's intent to apply for judgment.
5. The Defendant has failed to plead, or otherwise respond to the complaint.

THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that the Motion for Default Judgment is **GRANTED** in favor of the Plaintiff, State of Indiana, and against the Defendant, Liberty Publishing, Inc.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that pursuant to Indiana Code § 24-5-0.5-4(c)(1), the Defendant, Liberty Publishing, Inc., its agents, representatives, employees, successors and assigns are permanently enjoined from engaging in the following:

- a) representing, expressly or by implication, the subject of a consumer transaction has sponsorship, approval, characteristics, accessories, uses, or benefits it does not have, which the Defendant knows or reasonably should know it does not have;
- b) representing, expressly or by implication, the subject of a consumer transaction will be supplied to the public in greater quantity than the Defendant intends or reasonably expects;
- c) representing, expressly or by implication, the Defendant has a sponsorship, approval, or affiliation in a consumer transaction it does not have, when the Defendant knows or reasonably should know it does not have such;
- d) representing, expressly or by implication, the subject of a consumer transaction involves or does not involve a warranty, a disclaimer of warranties, or other rights, remedies, or obligations, if the representation is false and the Defendant knows or reasonably should know the representation is false; and

- e) representing, expressly or by implication the Defendant is able to deliver or complete the subject of a consumer transaction within a reasonable period of time, when the Defendant knows or reasonably should know it cannot.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that judgment is entered for the Plaintiff, State of Indiana, and against the Defendant, Liberty Publishing, Inc. as follows:

- a. The contracts previously entered into by the Defendant with consumers, Denita Schaefer and Eads & Schaefer, Inc., doing business as Just Pizza II, Doug Mattox, Larry Hamm and Speedway Baptist Church, and Sherri Ham and Ham Properties, LLC, doing business as Cuney & Daughter Printing, Co., are cancelled pursuant to Ind. Code § 24-5-0.5-4(d);
- b. The Defendant shall pay consumer restitution, pursuant to Ind. Code § 24-5-0.5-4(c)(2), in the total amount of Seven Hundred and Sixty Dollars (\$760.00), payable to the Office of the Attorney General, for allocation and distribution to the following consumers in the following amounts:

a. Denita Schaefer and Eads & Schaefer, Inc., doing business as Just Pizza II of Indianapolis, IN	\$510.00; and
b. Sherri Ham and Ham Properties, LLC, doing business as Cuney & Daughter Printing, Co. of Crown Point, IN	<u>\$250.00</u>
TOTAL	\$760.00

- c. The Defendant shall pay the Office of the Attorney General its costs in investigating and prosecuting this action, pursuant to Ind. Code § 24-5-0.5-4(c)(3), in the amount of One Thousand Eight Hundred and Sixty Dollars (\$1,860.00).

- d. The Defendant shall pay civil penalties pursuant to Ind. Code § 24-5-0.5-4(g) for the Defendant' knowing violations of the Deceptive Consumer Sales Act, in the amount of Fifty Thousand Dollars (\$50,000.00), payable to the State of Indiana.
- e. The Defendant shall pay civil penalties pursuant to Ind. Code § 24-5-0.5-8 for the Defendant' intentional violations of the Deceptive Consumer Sales Act, in the amount of Five Thousand Dollars (\$5,000.00), payable to the State of Indiana.

A total monetary judgment in the amount of Fifty-Seven Thousand Six Hundred and Twenty Dollars (\$57,620.00) shall therefore be entered in favor of the Plaintiff, State of Indiana, and against the Defendant, Liberty Publishing, Inc. doing business as Booster Club Productions.

ALL ORDERED, ADJUDGED AND DECREED on this 3 day of

January, 2007.


Judge, Marion Superior Court

DISTRIBUTION:

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